


ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 03/28/2013		2. CONTRACT NO. (If any) EP-BPA-13-H-0010		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Indicated on call				
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS				
7. TO JEFFERSON, TRACIE				c. CITY		d. STATE	e. ZIP CODE	
a. NAME OF CONTRACTOR CELLCO PARTNERSHIP				f. SHIP VIA				
b. COMPANY NAME				8. TYPE OF ORDER				
c. STREET ADDRESS 180 WASHINGTON VALLEY ROAD ATTENTION: TREASURY DEPARTMENT 2405681817				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY BEDMINSTER		e. STATE NJ	f. ZIP CODE 079212123	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
9. ACCOUNTING AND APPROPRIATION DATA Indicated on call				10. REQUISITIONING OFFICE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB								
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call		16. DISCOUNT TERMS Indicated on call		
a. INSPECTION Destination		b. ACCEPTANCE Destination						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-35f-0119P DUNS Number: (b)(4) Cellular Wireless Services for Mobile Device Period of Performance: Base Period is from April 1, 2013 to March 31, 2014 Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:								17(i) GRAND TOTAL
a. NAME Indicated on call						\$0.00		
b. STREET ADDRESS (or P.O. Box)								
c. CITY		d. STATE	e. ZIP CODE			\$0.00		
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Marisol Ventura TITLE: CONTRACTING/ORDERING OFFICER				

ORDER FOR SUPPLIES OR SERVICES

PAGE NO

SCHEDULE - CONTINUATION

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

03/28/2013

EP-BPA-13-H-0010

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Option Period 1 is from April 1, 2014 to March 31, 2015</p> <p>Option Period 2 is from April 1, 2015 to March 31, 2016</p> <p>Admin Office:</p> <p>HPD</p> <p>US Environmental Protection Agency</p> <p>Ariel Rios Building</p> <p>1200 Pennsylvania Avenue, N. W.</p> <p>Mail Code: 3803R</p> <p>Washington DC 20460</p> <p>Period of Performance: 04/01/2013 to 03/31/2016</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2004)
Prescribed by GSA FAR (48 CFR) 53.213(f)

CLAUSES

CUSTOM GO ADDED TERMS AND CONDITIONS

In the case of a conflict between the terms and conditions of the contractor's agreement and the terms and conditions of this purchase order, all applicable federal statutes and regulations shall govern.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

This clause is incorporated by reference. The full text of the clause is available at:
<https://www.acquisition.gov/FAR/>.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.222-50 Combating Trafficking in Persons (FEB 2009)

☐ Alternate I (AUG 2007)

☒ 52.233-3 Protest After Award (AUG 1996)

☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)

☐ Alternate I (OCT 1995)

☐ 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)

☐ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)

☐ 52.204-11 American Recover and Reinvestment Act – Reporting Requirements (JUL 2010)

☐ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

☐ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

☐ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)

☐ 52.219-3 Notice of Total HUBZone Set-Aside (NOV 2011)

☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)

☐ 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

- ☐ Alternate I (NOV 2011)
- ☐ Alternate II (NOV 2011)
- ☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)
- ☐ Alternate I (OCT 1995)
- ☐ Alternate II (MAR 2004)
- ☐ 52.219-8 Utilization of Small Business Concerns (JAN 2011)
- ☐ 52.219-9 Small Business Subcontracting Plan (JAN 2011)
- ☐ Alternate I (OCT 2001)
- ☐ Alternate II (OCT 2001)
- ☐ Alternate III (JUL 2010)
- ☐ 52.219-13 Notice of Set-Aside of Orders (NOV 2011)
- ☐ 52.219-14 Limitations on Subcontracting (NOV 2011)
- ☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
- ☐ 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)
- ☐ Alternate I (JUN 2003)
- ☐ 52.219-25 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (DEC 2010)
- ☐ 52.219-26 Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000)
- ☐ 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)
- ☐ 52.219-28 Post Award Small Business Program Rerepresentation (APR 2012)
- ☐ 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (APR 2012)
- ☐ 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (APR 2012)
- ☒ 52.222-3 Convict Labor (JUN 2003)
- ☐ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (MAR 2012)
- ☐ 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- ☒ 52.222-26 Equal Opportunity (MAR 2007)
- ☒ 52.222-35 Equal Opportunity for Veterans (SEP 2010)
- ☒ 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- ☒ 52.222-37 Employment Reports on Veterans (SEPT 2010)
- ☒ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- ☒ 52.222-54 Employment Eligibility Verification (JUL 2012)
- ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)
- ☐ Alternate I (MAY 2008)
- ☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- ☐ 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
- ☐ Alternate I (DEC 2007)
- ☒ 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- ☐ 52.225-1 Buy American Act – Supplies (FEB 2009)
- ☐ 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (NOV 2012)

- ☐ Alternate I (MAR 2012)
- ☐ Alternate II (MAR 2012)
- ☐ Alternate III (NOV 2012)
- ☐ 52.225-5 Trade Agreements (NOV 2012)
- ☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- ☐ 52.232-30 Installment Payments for Commercial Items (OCT 1995)
- ☒ 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)
- ☒ 52.232-36 Payment by Third Party (FEB 2010)
- ☒ 52.239-1 Privacy or Security Safeguards (AUG 1996)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
- ☐ Alternate I (APR 2003)

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ 52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)
- ☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)
- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEPT 2009)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEPT 2009)
- ☐ 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007)
- ☐ 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009)
- ☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009)
- ☐ 52.237-11 Accepting and Dispensing of \$1 Coin (SEPT 2008)

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation on the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for

Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

CUSTOM CO ADDED INVOICES - RTP FINANCE

Invoices shall be prepared containing the following information: Purchase Order Number, description of commodities/services furnished, period of performance, taxpayer ID number and amount due.

Invoices shall be submitted to the address specified in block 18a of this order.

OR

Invoices shall be submitted via e-mail to RTPRECEIVING@EPA.GOV. Provide the .pdf file with the following naming convention and SUBJECT in email:

SI_PO#_inv#.pdf Example: SI_EP08X00005_5335.pdf

For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)

4930 Page Road

Durham, NC 27703

CUSTOM TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/FAR/>.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

This order is one of four multiple award BPAs with call orders to be issued on fixed price basis under GSA's IT-70 schedule.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

FAR 52.233-1 DISPUTES

DISPUTES (JULY 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

FAR 52.243-1 Changes—Fixed-Price.

Alternate II (Apr 1984). If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

EPA-SPECIFIC TERMS AND CONDITIONS

In addition to the terms and conditions of the offeror's GSA IT-70 Schedule, the following additional terms and conditions apply to this EPA RFQ and resultant delivery order, in accordance with FAR 8.404(b), some by reference, some in full text. Full text of EPAAR

clauses and provisions may be found as Chapter 15 at:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

**EP-S 97-1 ACQUISITION AND USE OF ENVIRONMENTALLY
PREFERRABLE PRODUCTS AND SERVICES**

1552.212-140 PERIOD OF PERFORMANCE

The period of performance of this order shall be from 04/01/2013-03/31/2016, inclusive of all option periods.

**1552.237-76 NOTICE REGARDING PROHIBITED CONTRACTOR
ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS
(EP 52.000-00) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

1552.217-77

Option To Extend the Term of the Contract Fixed Price (OCT 2000)

The Government has the option to extend the term of this contract for 2 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30 -day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

	Period	Start date	End date
Option Period 1		04/01/2014	03/31/2015
Option Period II		04/01/2015	03/31/2016

1552.237-71 Technical direction (AUG 2009)

(a) *Definitions.*

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

BPA call order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the BPA call order. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the BPA call order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the BPA call order;
- (4) Alters the period of performance of the BPA call order; or
- (5) Changes any of the other terms or conditions of the BPA call order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the BPA call order effort and does not constitute a change under the "Changes" clause of the BPA call order;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the BPA call order; or
- (3) Advise the contractor that the technical direction is outside the scope of the BPA call order and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the BPA call order, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this BPA.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

1552.242-71 Contractor performance evaluations.

EPAAR 1552.242-71 CONTRACTOR PERFORMANCE INFORMATION (MAY 2010)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point.

The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

INCREMENTAL FUNDING

No funds are obligated to the BPA Agreement. The Contractor is to do no work or expend any funds until they receive individual BPA Task Orders with obligated funds for each order, and signed by the Contracting Officer. BPA Task Orders may be funded incrementally.

The Contractor shall not incur costs in excess of the amount of each BPA Purchase Order until additional funding is provided by modification to the order. The Contractor shall notify the Contracting Officer whenever it has reason to believe that the costs it expects to incur within the next 30 days will exceed 75% of the total funds obligated to each BPA Purchase Order.